

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM862349

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Antares Capital LP, as Agent		12/19/2023	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Ohio Transmission LLC		
Street Address:	1900 Jetway Boulevard		
City:	Columbus		
State/Country:	OHIO		
Postal Code:	43219		
Entity Type:	Limited Liability Company: OHIO		
Name:	Laron, LLC		
Street Address:	4255 N Santa Fe Drive		
City:	Kingman		
State/Country:	ARIZONA		
Postal Code:	86401		
Entity Type:	Limited Liability Company: ARIZONA		
Name:	ICS Distribution, LLC		
Street Address:	1314 W. Sam Houston Pkwy N.		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77043		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3128662	AIR TECHNOLOGIES	
Registration Number:	3474661	SURVAIR	
Registration Number:	3443732	MODULAIR	
Registration Number:	2368849	MONITAIR	
Registration Number:	2459926	MANAGAIR	
Registration Number:	2366612	DIRECTAIR	
Registration Number:	3860750	LARON	

CH \$240.00 3128662

Property Type	Number	Word Mark
Registration Number:	4982994	LARON
Registration Number:	6472200	SITEAIR

CORRESPONDENCE DATA

Fax Number: 3129939767
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.
Phone: 13129932622
Email: gayle.grocke@lw.com
Correspondent Name: Latham & Watkins LLP
Address Line 1: 330 N. Wabash Avenue
Address Line 2: Suite 2800
Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER:	057121-0648
NAME OF SUBMITTER:	Gayle D. Grocke
SIGNATURE:	/gdg/
DATE SIGNED:	12/19/2023

Total Attachments: 7

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**RELEASE OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY COLLATERAL**

THIS RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL (this “Release”), dated as of December 19, 2023, is made by Antares Capital LP, in its capacities as administrative agent for the Lenders and as collateral agent for the Secured Parties (together with its successors in such capacities, the “Agent”) in favor of Ohio Transmission LLC (formerly known as Ohio Transmission Corporation), an Ohio limited liability company, Laron, LLC (formerly known as Laron, Incorporated), an Arizona limited liability company, and ICS Distribution, LLC, a Texas limited liability company (collectively, the “Grantors”), as follows:

WITNESSETH:

WHEREAS, pursuant to that certain First Lien Pledge and Security Agreement, dated as of April 8, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantors and the other parties party thereto in favor of the Agent, and those certain agreements described on Annex I attached hereto (the “IP Security Agreements”), the Grantors mortgaged, pledged and hypothecated to the Agent for the benefit of the Secured Parties, and granted to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of each Grantors right title and interest in, to and under certain collateral in favor of the Agent, including the Intellectual Property Collateral (as defined in the Security Agreement) and the IP Collateral (as defined in the applicable IP Security Agreement); and

WHEREAS, the Agent now desires to terminate and release the Security Agreement and each IP Security Agreement and the entirety of its security interests granted therein, including in the Intellectual Property Collateral and the IP Collateral (including the Trademark registrations in the United States Patent and Trademark Office (the “USPTO”) described on Annex I attached hereto, including all goodwill of the business connected with the use of and symbolized by any of the foregoing).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Release, the Agent hereby agrees as follows:

1. Definitions. Capitalized terms not defined herein have the meanings set forth in the Security Agreement or the applicable IP Security Agreement, as applicable.

2. Release of Security Interest. The Agent, without recourse, representation or warranty and at the Grantors’ sole cost and expense, hereby (i) unconditionally and irrevocably terminates, cancels, releases, relinquishes and discharges, in its entirety, for the benefit of the Grantors, and their successors and assigns, its security interest in and to the Intellectual Property Collateral and the IP Collateral, (ii) unconditionally and irrevocably terminates, cancels, releases, relinquishes and discharges the Security Agreement, each IP Security Agreement and any and all right, title and interest of the Agent in, to and under the Security Agreement and each IP Security Agreement, including the Intellectual Property Collateral and the IP Collateral and (iii) reassigns, grants and conveys any and all such right, title and interest (if any) that the Agent may have in, to and under the Intellectual Property Collateral and the IP Collateral to the Grantors, together with any goodwill in the Intellectual Property Collateral and the IP Collateral that the Grantors may have acquired. The Agent hereby authorizes the Grantors and their successors, assigns, designees or other legal representatives to file and record this Release with the USPTO or any similar office or agency of the U.S. or any state thereof, at the sole cost and expense of the Grantors, to evidence and effectuate the release and termination of the Agent’s security interest in the Intellectual Property Collateral and the IP Collateral.

3. Further Assurances. The Agent agrees, at the Grantors' sole cost and expense, to cooperate with the Grantors and to provide the Grantors with the information and additional authorization reasonably required to fully and effectively effectuate the purposes of this Release, including to effect the release of the Agent's security interest in the released Intellectual Property Collateral and the IP Collateral.

4. Delivery by Facsimile. Delivery of an executed signature page to this Release by facsimile or electronic (including .pdf file) transmission shall be as effective as delivery of a manually signed counterpart of this Release. The parties hereby agree that the electronic signatures of the parties will have the same force and effect as a manual signatures.

5. Governing Law. THIS RELEASE AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS RELEASE, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the undersigned has executed this Release by its duly authorized officer as of the date first above written.

[signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Release by its duly authorized officer as of the date first above written.

ANTARES CAPITAL LP,
as the Agent

Beth L Troyer

By: _____

Name: Beth Troyer

Title: Duly Authorized Signatory

First Lien Intellectual Property Security Agreement, dated as of April 8, 2019, by Ohio Transmission, LLC (formerly known as Ohio Transmission Corporation) and accepted and agreed by the Agent and filed with the USPTO on April 10, 2019 at Reel 6615, Frame 0151 and covering the following trademarks:

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	App. No.	Filing Date	Reg. No.	Reg. Date	Owner
AIR TECHNOLOGIES AIR TECHNOLOGIES	78/385679	03/17/04	3128662	08/15/06	Ohio Transmission Corporation 1900 Jetway Blvd. Columbus, OH 43219
SURVAIR	77/150032	04/05/07	3474661	07/29/08	Ohio Transmission Corporation 1900 Jetway Blvd. Columbus, OH 43219
MODULAIR	77/130140	03/13/07	3443732	06/10/08	Ohio Transmission Corporation 1900 Jetway Blvd. Columbus, OH 43219
MONITAIR	75/807300	09/24/99	2368849	07/18/00	Ohio Transmission Corporation 1900 Jetway Blvd. Columbus, OH 43219
MANAGAIR	75/243929	02/19/97	2459926	06/12/01	Ohio Transmission Corporation 1900 Jetway Blvd. Columbus, OH 43219

Trademark	App. No.	Filing Date	Reg. No.	Reg. Date	Owner
DIRECTAIR	75/215193	12/18/96	2366612	07/11/00	Ohio Transmission Corporation 1900 Jetway Blvd. Columbus, OH 43219

First Lien Intellectual Property Security Agreement, dated as of March 12, 2020, by Laron, LLC (formerly known as Laron, Incorporated) and accepted and agreed by the Agent and filed with the USPTO on March 13, 2020 at Reel 6890, Frame 0831 and covering the following trademarks:

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	App. No.	Filing Date	Reg. No.	Reg. Date	Owner
LARON	77/978259	5/16/2008	3860750	10/12/2010	Laron, Inc.
LARON	86/805535	10/30/2015	4982994	6/21/2016	Laron, LLC

First Lien Intellectual Property Security Agreement, dated as of February 9, 2022, by ICS Distribution, LLC and accepted and agreed by the Agent and filed with the USPTO on February 9, 2022 at Reel 7629, Frame 0607 and covering the following trademarks:

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	App. No.	Filing Date	Reg. No.	Reg. Date	Owner
SITEAIR SITEAIR	88950955	6/5/2020	6472200	8/31/2021	ICS Distribution, LLC